

Citizens and Southern National Bank of St. Petersburg

Central at Ninth, Post Office Box 11388, St. Petersburg, Florida 33733, Telephone 813 821-1111

June 8, 1988

JUL 1 5 1988-11 10 AM

Secretary

Interstate Commerce Commission INTERSTATE COMMERCE COMMISSION Washington, D.C.

No. JUL 1 5 1988

ICC Washington, D.C.

Dear Secretary:

I have enclosed an original copy of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an equipment trust, a primary document dated May 31, 1988. The names and addresses of the parties to the document are as follows:

> Railmark, Inc. (Mortgaget) 4300 Duhme Road, Suite A Madeira Beach, Florida 33708

The Citizens and Southern National Bank of Florida (Mortgagos) P. O. Box 11388 St. Petersburg, Florida 33733

A description of the equipment covered by the document follows:

Twenty (20) railcars as attached with serial number designations.

A fee of \$13.00 is enclosed.

A short summary of the document to appear in the index follows:

- Note and Security Agreement
- B) UCC financing statements for Secretary of State and Clerk of the Circuit Court

John R. Brenner

Assistant Vice President

JRB/jms Enclosures

Simcerely

CORPORATE FORM OF ACKNOWLEDGEMENT

State of Florida

County of Pinellas ss:

On this <u>3/st</u> day of <u>May</u> 19<u>88</u> before me personally appeared, James E. Lando and Robert E. Krause, to me personally known, who being by me duly sworn, say that they are the President and Executive Vice President, respectively, of Railmark, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of notary public: Marsha J. Holmer

My commission expires:

Notary Public, State of Florida at Large

My Commission Expires March 4, 1991

Interstate Commerce Commission Washington, D.C. 20423

OFFICE OF THE SECRETARY

7/15/88

John R. Brenner, Assist. Vice Pres. Citzens & Southerfi National Bank of St. Petersburg Centeral at Ninth P. O. Box 11388 St. Petersburg, FL 33733

Dear Sir

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/15/88 at 11:10AM, and assigned recordation number(s).

Sincerely yours,

Neuta L. M. See

Secretary

Enclosure(s)



5730

The Citizens and Southern SECURITY AGREEMENT National Bank of Florida 11 1 1988 · 11 44 Mconsumer Goods and Equipment)

INTERSTATE COMMERCE COMMISSION Railmark, Inc. (and if
NAME(S) OF BORROWER(S)
nore than one, each of them jointly and severally), hereinafter called "Borrower", of 4300 Duhme Road
Madeira Beach Pinellas Florida , for value received and inten-
ling to be legally bound, hereby grants to The Citizens and Southern National Bank of Florida, St. Petersburg , Florida, hereinaster called "Secured Party", a security interest in the following property:
20 Railcars as further described on the attached Exhibit A.
ogether with all increases, parts, fittings, accessories, equipment and special tools now or hereafter affixed to all or any part thereof or used in connection with any thereof, and all replacements of all or any part thereof and proceeds thereof (all of which is nereinafter called "Collateral"), to secure the payment of a promissory note or notes executed by Borrower in the amount of
of even date herewith, and any and all extensions, modifications or renewals thereof, and any and all other liabilities or obligations (primary, secondary, direct, contingent, sole, joint or several due or to become due or which may be hereafter contracted or acquired, of each borrower and as defined in any note evidencing a debt secured hereby (including each Borrower and any other person)] to Secured Party (all the foregoing being hereafter called the "liabilities"), and also to secure the performance by Borrower of the agreements hereafter set forth.
Borrower hereby warrants and agrees that: 1. (a) Borrower is the owner of the Collateral free and clear of all liens and security interests except the security interest granted hereby; (b) Borrower has the right to make this agreement; and (c) the Collateral is used or acquired for use primarily for the purpose checked: personal, family or household purposes; or business purposes; and (d) if checked here , the Collateral is being acquired with the proceeds of the loan provided for in or secured by this agreement, and said proceeds will be used for no other purpose and Borrower hereby authorizes Secured Party to disburse such proceeds or any part thereof directly to the seller of the Collateral or to the insurance agent or broker, or both, as shown on Secured Party's records.
2. (a) The Collateral will be kept at
NO. AND STREET , or if left blank, at the address
shown at the beginning of this agreement; Borrower will promptly notify Secured Party of any change in the location of the Collateral within said state; and Borrower will not remove the Collateral from said state without the written consent of Secured Party. (b) If the Collateral is used or acquired for use primarily for personal, family or household purposes, Borrower's residence in Florida is that shown at the beginning of this agreement and Borrower will immediately notify Secured Party of any change in the location of said residence.
3. (a) If the Collateral is acquired or used primarily for business use and is of a type normally used in more than one state, whether or not so used, and Borrower has a place of business in more than one state, the chief place of business of Borrower is:
or, if left blank, is that shown at the beginning of this agreement, and Borrower will immediately notify Secured Party in writing of any change in Borrower's chief place of business. (b) If certificates of title are issued or outstanding with respect to any of the Collateral, Borrower will cause the interest of Secured Party to be properly noted thereon and deliver such certificates of title to Secured Party.

- 4. Borrower will defend the Collateral against the claims and demands of all persons at any time claiming the same or any interest therein
- 5. No Financing Statement covering any Collateral or any proceeds thereof is on file in any public office; Borrower authorizes Secured Party to file, in jurisdictions where this authorization will be given effect, a Financing Statement signed only by the Secured Party describing the Collateral in the same manner as it is described herein; and from time to time at the request of Secured Party, execute one or more Financing Statements and such other documents (and pay the cost of filing, recording or releasing the same in all public offices deemed necessary or desirable by the Secured Party) and do such other acts and things, all as the secured Party may request to establish and maintain a valid security interest in the Collateral (free of all other liens and claims whatsoever) to secure the payment of the liabilities, including, without limitation, deposit with Secured Party any certificates of title issuable with respect to any of the Collateral and notation thereon of the security interest hereunder.
- 6. Borrower will not (a) permit any liens or security interests (other than Secured Party's security interest) to attach to any of the Collateral; (b) permit any of the Collateral to be levied upon under the legal process; (c) sell, transfer, lease or otherwise dispose of any of the Collateral or any interest therein, or offer so to do, without the prior written consent of Secured Party; (d) permit anything to be done that may impair the value of any of the Collateral or the security intended to be afforded by this agreement; or (e) permit the Collateral to be or become a fixture (and it is expressly dovenanted, warranted and agreed that the Collateral, and every part thereof, whether affixed to any realty or not, shall be and remain personal property), or to become an accession to other goods or property.
- 7. Borrower shall at all times keep the Collateral insured against damage from all causes including, if applicable, collision, upset and comprehensive coverage, with loss payable to Secured Party or Secured Party's assignee as its interest may appear by indorsement providing that no act or default of Borrower shall prejudice Secured Party's right to insurance proceeds, and if at any time while monies are owed hereunder Borrower fails to furnish Secured Party with an insurance policy or policies for the aforesaid insurance coverage with the aforesaid loss payable indorsement or if the premiums therefor be not promptly paid, Secured Party may pay the premiums or acquire insurance from another source without waiving or affecting any rights under this agreement and every payment so made shall bear interest from the date thereof at the MAXIMUM LEGAL RATE and each such payment and interest thereon shall be secured by this agreement. Borrower assigns to Secured Party the proceeds of and return premiums from all insurance on the Collateral not exceeding the unpaid portion of the indebtedness secured hereby and directs any insurer to pay all proceeds and return premiums directly to Secured Party or Secured Party's assignee attorney—in–fact to indorse any draft and apply all such proceeds and return premiums to any indebtedness hereunder whether then due or not.

- 8. (a) Borrower will not use the Collateral or permit the same to be used in violation of any statute or ordinance, and Secured Party may examine and inspect the Collateral at any time, wherever located, (b) Borrower will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this agreement or upon any note or notes or other writing evidencing the liabilities, or any of them.
- 9. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may pay for insurance on the Collateral, and may pay for the maintenance and preservation of the Collateral. Borrower agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party, pursuant to the foregoing authorization. Until default, Borrower may have possession of Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.
- 10. Borrower shall be in default under this agreement upon the happening of any of the following events or conditions: (a) failure or omission to pay when due any liability (or any installment thereof or interest thereon), or default in the payment or performance of any obligation, covenant, agreement or liability contained or referred to herein; (b) any warranty, representation or statement made or furnished to Secured Party by or on behalf of any Borrower proves to have been false in any material respect when made or furnished; (c) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon; (d) any Obligor (which term, as used herein, shall mean each Borrower and each other party primarily or secondarily or contingently liable on any of the liabilities) becomes insolvent or unable to pay debts as they mature or makes an assignment for the benefit of creditors, or any proceeding is instituted by or against any Obligor alleging that such Obligor is insolvent or unable to pay debts as they mature; (e) entry of any judgment against any Obligor; (f) death of any Obligor who is a natural person, or of any partner of any Obligor which is a partnership; (g) dissolution, merger or consolidation or transfer of a substantial part of the property of any Obligor which is a corporation or a partnership; (h) appointment of a receiver for the Collateral or any portion thereof or for any property in which any Borrower has an interest.
- 11. Upon the occurrence of any such default or at any time thereafter, or whenever the Secured Party feels insecure for any reason whatsoever, Secured Party may, at its option, declare all liabilities secured hereby, or any of them (notwithstanding any provisions thereof), immediately due and payable without demand or notice of any kind and the same thereupon shall immediately become and be due and payable without demand or notice (but with such adjustments, if any, with respect to interest or other charges as may be provided for in the promissory note or other writing evidencing such liability), and Secured Party shall have and may exercise from time to time any and all rights and remedies of a Secured Party under the Uniform Commercial Code and any and all rights and remedies available to it under any other applicable law; and upon request or demand of Secured Party, Borrower shall, at its expense, assemble the Collateral and make it available to the Secured Party at a convenient place acceptable to Secured Party; and Borrower shall promptly pay all costs of Secured Party of collection of any and all the liabilities, and enforcement of rights hereunder, including reasonable attorneys' fees and legal expenses and expenses of any repairs to any of the Collateral and expenses of any repairs to any realty or other property to which any of the Collateral may be affixed. Any notice of sale, disposition or other intended action by Secured Party sent to Borrower at the address of Borrower specified above or at any other address shown on the records of Secured Party, at least five days prior to such action, shall constitute reasonable notice to Borrower. Expenses of retaking, holding, preparing for sale, selling or the like, shall include Secured Party's reasonable attorneys' fees and legal expenses. Any excess or surplus of proceeds of any disposition of any of the Collateral may be applied by Secured Party toward payment of such of the liabilities, and in such order of application, as Secured Party may from time to time elect.
- 12. No waiver by Secured Party of any default shall operate as a waiver of any other right default or of the same default on a future occasion. No delay or ommission on the part of Secured Party in exercising any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. Time is of the essence of this agreement. The provisions of this agreement are cumulative and in addition to the provisions of any note secured by this agreement, and Secured Party shall have all the benefits, rights and remedies of and under any note secured hereby. If more than one party shall execute this agreement, the term "Borrower" shall mean all parties signing this agreement and each of them, and all such parties shall be jointly and severally obligated and liable hereunder. The singular pronoun, when used herein, shall include the plural and the neuter shall include the masculine and feminine. If this agreement is not dated when executed by the Borrower, the Secured Party is authorized, without notice to the Borrower, to date this agreement. This agreement shall become effective as of the date of this agreement. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns and all liabilities of Borrower shall bind the heirs, executors, administrators, successors and assigns of each Borrower.
- 13. This agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of the State of Florida. Wherever possible, each provision of this agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

remaining provisions of this agreement.	
IN WITNESS WHEREOF, this agreement has been used in the second of the se	en duly executed as of the 31 day of May
Signed, scaled and delivered in the presence of:	BY: (SEAL) James E. Lando, President
WITNESS	BORROWER (SEAL)
	Robert E. Krause, Executive Vice President
WITNESS	BORROWER (SEAL)



The Citizens and Southern National Bank of Florida

COMMERCIAL NOTE

St. Petersburg Florida FOR VALUE RECEIVED, THE UNDERSIGNED PROMISES TO PAY TO THE ORDER	May 31 OF The Citizens and Southern National	19 88 Bank of Florida
(HEREAFTER, TOGETHER WITH ANY HOLDER HEREOF, CALLED "HOLDER"), AT	St. Petersburg, Florida or	c any other
Pinellas County location		
OR AT SUCH OTHER PLACE AS THE HOLDER MAY DESIGNATE AND NOTIFY UNDERS		
Three Hundred Thousand and No/100***********************************		00,000.00*)
Code 1 (Prime Rate (daily)) Interest on the daily unpaid principal percentage points above the Prime Rate in effect Code 2 (Prime Rate (periodic)) Interest on the daily unpaid principal bal at a rate of percentage points above the Prime Rate in effect on the daily unpaid principal bal at a rate of percentage points above the Prime Rate in effect on the daily unpaid principal bal at a rate of percentage points above the Prime Rate in effect on the daily unpaid principal bal at a rate of period as Holder elects, and the rate so determined shall be effective until Code 3 (Fixed Rate) Interest on the daily unpaid principal balance from Code 4 (Alternate Rate)	balance from date until paid in full on each respective day. ance, from time to time, from date use the Prime Rate in effect from time such day of each month or the end of it the next such determination.	ntil paid in full e to time. Such each such time
"Deimo Pate" manually of the state of the st		7 . 7 . 1 . 1 . 1
"Prime Rate" means the rate of interest announced by The Citizens and Storida from time to time as its Prime Rate. If this block is checked, this is a Master Note under which the undersi discretion of the Holder, borrow, repay, and re-borrow funds hereunder, up to a time equal to the principal sum indicated above, provided, however, Holder shall be All advances made hereunder by the Holder, all payments made hereon on accouns chedule and maturity date for each advance made hereunder shall be endorsed or otherwise maintained by Holder, which is a part of the Master Note, and which system, shall be conclusive evidence of the advance(s), payment(s) or agreed remay be, and shall be binding on the undersigned, it being understood however, or any clerical error on Holder's part in making such endorsement, shall not	gned may from time to time, and sub a maximum aggregate amount outstand be under no obligation to make any advant of principal and interest, and the agg d by the Holder hereof on a schedule h endorsement, with the Holder's recopayment schedule(s) and maturity date that Holder's failure to make any suc	oject to the sole ding at any one rance hereunder. greed repayment attached hereto ords and logging e(s), as the case th endorsement,
Payments shall be due as follows (select one):		
 (a) Installments (level.) Commencing on the 30 day of	nents of \$ 4,705.87 each the number of days between payments all ment may increase or decrease. If tize this Note to the satisfaction of Hold he amount or the maximum number of r to amortize this Note over its term.	th and one final ents and/or the due to changes er, then Holder the installments , and on f (i) principal of final installment mmencing on the uarter thereafter, nent of all unpaid , and all interest
and the same day of each successive □ month, □ quarter thereafter. □ (e) Single payment of Principal (Demand). Principal and all accrued interest she shall be payable on the day of, 19, and thereafter. □ (f) Other	all be payable on demand and any interest	t accrued thereon
U (i/ Ottici)		
The term "Collateral" as used herein, shall mean the following property whic conveyed and transerred to Holder: 20 railcars per attached Exhibit A and an assignment of between Railmark, Inc. and CSX Transportation, Inc. de	of monies under lease agre	ement
This note is secured by that certain security agreemen	nt dated May 31, 1988.	
The term "Collateral" shall also mean and include any and all balances, credits, ed now or hereafter with Holder, together with any and all other property of hereafter in the possession or control of Holder for any reason, including all division connection with, any property hereinabove referred to, all of which the undersigundersigned hereby warrants that sole and lawful ownership of the Collateral i transfer, convey and encumber.	the undersigned of every kind of desordends and distribution on, proceeds of gned pledges, assigns, conveys and trans	cription now or , or other rights nsfers to Holder.
If more than one party shall execute this Note, the term "undersigned" as us each of them, and their heirs, successors and assigns, who shall be jointly and sev TO THE ADDITIONAL PROVISIONS SET FORTH ON THE REVERSE SIDE BY REFERENCE. Given under the hand and seal of each of the undersigned.	Perally obligated hereunder. THIS NOT HEREOF WHICH ARE INCORPOR Raplmark, Inc.	TE IS SUBJECT ATED HEREIN
Address 4300 Duhme Rd., Madeira Beach, FL 33708 BY: 10 Telephone 813-392-1231 No. 0114708	Robert E. Krause, EVP	(SEAL)
SIC #: 5999 TID #: 59-2302837 BANK USE ONLY	CRI	EDIT LIFE INSURANCE

STATE OF FLORIDA UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

	THIS FINANCING STATEM	IENT is presented to a filing offi	cer for filing pursuant	to the Uniform Commercial Cod	de:
	Name First if a Person)		THIS SPACE FOR USE	OF FILING OFFICER	
NAME	Railmark, Inc.		Date, Time, Number & Fil	ling Office	
1A	4000 - 1	~ 1	Į.		
MAILING ADE	PRESS 4300 Duhme I	Road			
MULTIPLE DE NAME 1B MAILING ADD CITY	eira Beach STATE	FL 33708			
MULTIPLE DE	BTOR (IF ANY)	(Last Name First if a Person)	1		•
NAME					
1B MAILING ADD	PRESS				
CITY	STATE	•			
MULTIPLE DE	BTOR (IF ANY)	(Last Name First if a Person)			
NAME 1C					
MAILING ADD	RESS				
CITY	STATE				
SECURED PA	RTY (Last Name First If a Person)			•	
2A					
MAILING ADI	PRESS				
CITY	STATE		<u> </u>		
	cured party (IF ANY) • Citizens and Sou	(Last Name First If a Person)			
	k of Florida	CHELL NACIONAL			
MAILING ADI	P. O. Box 113	88	AUDIT UPDATE .		
CITY St.	Petersburg STATE	FL 33733			
	SECURED PARTY (IF ANY)	(Last Name First If a Person)	VALIDATION INFORM	IATION	
3					
MAILING ADI	DRESS				
CITY	STATE				
		ng types or Items of property (<i>include</i> e is required, attach additional sheets		rly on which located	
20 rail	cars as further de	scribed on the atta	ached Exhibit	: A.	_
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5 8	-th-tol are covered as aroulded in	Castlesa 870 202 and 870 206 E.C.		7. No. of additional Sheets preser	
	collateral are covered as provided in Clerk of the Circu		·····	7. No. of additional Sheets preser	Med: MOC
		nd payable or to become due and paya	able pursuant to Section 2	01.22, F.S., have been paid.	
-] Florida Documentary Stamp Tax is				E AV
9. This statemen	it is filed without the debtor's signatu	re to perfect a security interest in colla	ateral (Check 🗋 if so)	10. (Check ☐ if so)	N X
		er Jurisdiction when it was brought in	to this state or debtor's	Debtor is a transmitting utility	
location t	hanged to this state.			Products of collateral are covere	ed
-	proceeds of the original collateral de	scribed above in which a security into	erest was perfected.		
				11 000000000000000000000000000000000000	sı.
. 🗋 as to whi	ch the filling has lapsed.			11. SIGNATURE(S) OF DEBTOR	-
. 🗋 as to whi	after a change of name, identity, or o			Railmark Inc.	
. as to whi	after a change of name, identity, or c			Railmark/Inc.	Land of the second
. as to whi	after a change of name, identity, or c debtor or secu	red party.		Railmark Inc. By: James & Land	ab President
as to whi	after a change of name, identity, or on the case of th	ned party. Bank of Florida		By: James 1 Land 12. AIGNATURE(S) OF SECURE	President
as to while acquired 13. Return copy	after a change of name, identity, or one debtor or a secunity. The C&S National	ned party. Bank of Florida		By: dames E Land 12. signature(s) of Securet	AN President
as to while acquired 13. Return copy	after a change of name, identity, or one debtor or a section. The C&S National and a section of the control of	ned party. Bank of Florida		By: James 1 Land 12. AIGNATURE(S) OF SECURE	AN President

STATE OF FLORIDA

. UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

THIS FINANCING STATEMENT is presented to a filing offi	icer for filing pursuant to the Uniform Commercial Code:
DEBTOR (Last Name First If a Person) NAME Railmark, Inc.	THIS SPACE FOR USE OF FILING OFFICER Date, Time, Number & Filing Office
1A	
MAILING ADDRESS 4300 Duhme Road	
CITY Madeira Beach STATE FL 33708	
MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)	,
NAME 1B	
MAILING ADDRESS	
CITY STATE MULTIPLE DEBTOR (IF ANY) (Last Name First If a Person)	4
MULTIPLE DEBTOR (IF ANY) (Last Name First If a Person) NAME	
1C	·
MAILING ADDRESS	
CITY STATE	
SECURED PARTY (Last Name First If a Person)	-
NAME	
2A MAILING ADDRESS	
CITY STATE	
MULTIPLE SECURED PARTY (IF ANY) (Last Name First If a Person) NAME The Citizens and Southern National	
2B Bank of Florida	
MAILING ADDRESS P. O. Box 11388	AUDIT
CITY St. Petersburg STATE FL 33733	
St. Petersburg STATE FL 33733 ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First If a Person)	VALIDATION INFORMATION
NAME	
3 MAILING ADDRESS	
CITY STATE	
4. This FINANCING STATEMENT covers the following types or items of property (include and owner of record when required). If more space is required, attach additional sheet	le description of real property on which located ts 8½° x 11°.
20 railcars as further described on the att	tached Exhibit A.
Zo railcars as further described on the de-	7. No. of additional Sheets presented: WHY A WAR A Check If so) 10. (Check If so)
	PR E P
	SOF
5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.	7. No. of additional Sheets presented:
6. Filed with: Clerk of the Circuit Court 8. (Check □) ☑ All documentary stamp taxes due and payable or to become due and pa	avable pursuant to Section 201.22, F.S., have been paid.
□ Florida Documentary Stamp Tax is not required.	AE AN
9. This statement is filled without the debtor's signature to perfect a security interest in co	\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
 already subject to a security interest in another jurisdiction when it was brought interestion changed to this state. 	into this state or debtor's Debtor is a transmitting utility Products of collateral are covered
which is proceeds of the original collateral described above in which a security in	1 ·- ·
. 🔲 as to which the filing has lapsed.	11. SIGNATURES) OF DEBTORISL
acquired after a change of name, identity, or corporate structure of the	Railmark Inc.
debtor or secured party.	By: dances E Lando President
NAME The C&S National Bank of Florida	
ADDRESS P. O. Box 11388	12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNED OF SECURED PARTY(IES) OR ASSIGNED OF SECURED PARTY(IES) OF SECURED OF
CITY St Patershire	The Citizens and Southern Natio
STATE FI. ZIPCODE 33733	By: John R. Brenner, AVP
	By: John R. Brenner, Ave

STATE OF FLORIDA
UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981

THIS FINANCING STATEMENT Is presented to a filing	officer for filing pursuan	it to the Uniform C	Commercial Code:	
DEBTOR (Last Name First If a Person)	THIS SPACE FOR USE	OF FILING OFFICER	l	;:
NAME Railmark, Inc.	Date, Time, Number & F			
1A	ļ			
MAILING ADDRESS 4300 Duhme Road				
CITY Madeira Beach STATE FL 33708				
MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)				
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MULTIPLE DEBTOR (IF ANY) (Last Name First II a Person)				
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CITY STATE				
SECURED PARTY (Last Name First II a Person) NAME The Citizens and Couthern National				
NAME The Citizens and Southern National Bank of Florida				
MAILING ADDRESS P. O. Box 11388				
0				
CITY St. Petersburg STATE FL 33733				
MULTIPLE SECURED PARTY (IF ANY) (Last Name First If a Person)				
NAME PB				
MAILING ADDRESS	AUDIT		UPDATE	
CITY STATE				
ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)	VALIDATION INFORM	MATION	<u> </u>	
NAME 3				
MAILING ADDRESS				
CITY STATE				
4. This FINANCING STATEMENT covers the following types or items of property (incli	ude description of real prope	erly on which located	•	1
and owner of record when required). If more space is required, attach additional she	30ts 8½ " x 11",			ŀ
20 railcars as further described on the at	tached Exhibit	t A.		ا _م
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				79 EP
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5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.		7. No. of additio	nal Sheets presented:	NAME AND ADDRESS OF PREPARER
6. Filed with: Secretary of State				9
 (Check □) M All documentary stamp taxes due and payable or to become due and payable. 	payable pursuant to Section 2	201.22, F.S., have been	paid.	ON ON
Florida Documentary Stamp Tax is not required.		140		NE NE
 This statement is filed without the debtor's signature to perfect a security interest in c already subject to a security interest in another jurisdiction when it was brough 		10. (Check i		ž
location changed to this state.	t and this state of deptor's	Debtor is a tran	nsmitting utility liateral are covered	
multiple which is proceeds of the original collateral described above in which a security	interest was perfected.			
as to which the filling has lapsed.	•	11		L.,
acquired after a change of name, identity, or corporate structure of the		11. SIGNATURE Railmark		/ ///
☐ debtor or ☐ secured party.			WINES.	all the
3. Return copy to:		By: James	E. Lando,	President
NAME The C&S National Bank of Florida		I—/-/	(S) OF SECURED	
P. O. Box 11388		/ PARTYUES)	or assignee	thorn Natio
CITY St. Petersburg		Bank of F		LHELH NALIO
STATE FL ZIPCODE 33733		1 <i>.91</i> C		AVD
		JBy: John	R. Brenner	AVE

"OLD" TCCX	"NEW" CSXT	Assigned	"OLD" TCCX	"NEW" CSXT	Assigned
1	291050	RMK			i
2	291051	RMK			
3	291052	RMK			
4	291053	RMK			
5	291054	RMK			
6	291055	RMK	346	291075	RMK
7	291056	RMK	347	291076	RMK
8	291057	RMK	348	291077	RMK
9	291058	RMK	349	291078	RMK
10	291059	RMK	350	291079	RMK
11	291060	RMK	351	291080	RMK
12	291061	RMK	352	291081	RMK
13	291062	RMK		20000	
